

**SERIAL 07104 RFP BEHAVIOR-SPECIFIC COGNITIVE EDUCATION
(TRUANCY) CLASSES**

DATE OF LAST REVISION: March 06, 2008

CONTRACT END DATE: February 28, 2011

CONTRACT PERIOD THROUGH FEBRUARY 28, 2011

TO: All Departments

FROM: Department of Materials Management

SUBJECT: Contract for **BEHAVIOR-SPECIFIC COGNITIVE EDUCATION (TRUANCY)
CLASSES**

Attached to this letter is published an effective purchasing contract for products and/or services to be supplied to Maricopa County activities as awarded by Maricopa County on **March 06, 2008**.

All purchases of products and/or services listed on the attached pages of this letter are to be obtained from the vendor holding the contract. Individuals are responsible to the vendor for purchases made outside of contracts. The contract period is indicated above.

Wes Baysinger, Director
Materials Management

DL/mm
Attach

Copy to: Materials Management
Barbara Marshall, Attorney Office



CONTRACT PURSUANT TO RFP

SERIAL 07104-RFP

This Contract is entered into this 6th day of March, 2008 by and between Maricopa County ("County"), a political subdivision of the State of Arizona, and SAGE Counseling, Inc. ("Contractor") for development and administration of an anti-truancy program to be provided parents of habitually truant children throughout Maricopa County.

1.0 TERM:

- 1.1 This Contract is for a term of three (3) years, beginning on the 6th day of March, 2008 and ending the 28th day of February, 2011.
- 1.2 The County may, at its option and with the agreement of the Contractor, extend the period of this Contract for additional terms up to a maximum of three (3) years, (or at the County's sole discretion, extend the contract on a month-to-month basis for a maximum of six (6) months after expiration). The County shall notify the Contractor in writing of its intent to extend the Contract period at least thirty (30) calendar days prior to the expiration of the original contract period, or any additional term thereafter.

2.0 INVOICES AND PAYMENT:

- 2.1 As consideration for performance of the duties described herein, County shall pay Contractor the sum(s) stated in Exhibit "A". Payment shall be made upon the County's receipt of a properly completed invoice. Invoices shall contain the following information: Contract number, purchase order number, item numbers, description of supplies and/or services, sizes, quantities, unit prices, extended totals and any applicable sales/use tax.
- 2.2 The Contractor shall submit two (2) legible copies of their detailed invoice before payment(s) can be made. At a minimum, the invoice must provide the following information:
 - Company name, address and contact
 - County bill-to name and contact information
 - Contract Serial Number
 - County purchase order number
 - Invoice number and date
 - Payment terms
 - Date(s) of service
 - Quantity (number of attendees)
 - Contract Item number(s)
 - Description of service
 - Pricing per unit of service
 - Extended price
 - Total Amount Due

Problems regarding billing or invoicing shall be directed to the using agency as listed on the Purchase Order.

- 2.3 Payment will be made to the Contractor by Accounts Payable through the Maricopa County Vendor Express Payment Program, if Contractor so elects. This is an Electronic Funds Transfer (EFT) process. After Award the Contractor shall fill out an EFT Enrollment form (to be provided by the Procurement Officer) or as located on the County Department of Finance Website as a fillable PDF document (www.maricopa.gov/finance/).

- 2.3.1 EFT payments to the routing and account numbers designated by the Contractor will include the details on the specific invoices that the payment covers. The Contractor is required to discuss remittance delivery capabilities with their designated financial institution for access to those details.

3.0 DUTIES:

The Contractor shall perform all duties and/or services as stated in Exhibit "B", or as otherwise directed in writing by the Procurement Officer.

4.0 TERMS & CONDITIONS:

4.1 INDEMNIFICATION:

To the fullest extent permitted by law, Contractor shall defend, indemnify, and hold harmless County, its agents, representatives, officers, directors, officials, and employees from and against all claims, damages, losses and expenses, including, but not limited to, attorney fees, court costs, expert witness fees, and the cost of appellate proceedings, relating to, arising out of, or alleged to have resulted from the negligent acts, errors, omissions or mistakes relating to the performance of this Contract. Contractor's duty to defend, indemnify and hold harmless County, its agents, representatives, officers, directors, officials, and employees shall arise in connection with any claim, damage, loss or expense that is attributable to bodily injury, sickness, disease, death, or injury to, impairment, or destruction of property, including loss of use resulting there from, caused by any negligent acts, errors, omissions or mistakes in the performance of this Contract including any person for whose acts, errors, omissions or mistakes Contractor may be legally liable.

The amount and type of insurance coverage requirements set forth herein will in no way be construed as limiting the scope of the indemnity in this paragraph.

The scope of this indemnification does not extend to the sole negligence of County.

4.2 INSURANCE REQUIREMENTS:

Contractor, at Contractor's own expense, shall purchase and maintain the herein stipulated minimum insurance from a company or companies duly licensed by the State of Arizona and possessing a current A.M. Best, Inc. rating of B++6. In lieu of State of Arizona licensing, the stipulated insurance may be purchased from a company or companies, which are authorized to do business in the State of Arizona, provided that said insurance companies meet the approval of County. The form of any insurance policies and forms must be acceptable to County.

All insurance required herein shall be maintained in full force and effect until all work or service required to be performed under the terms of the Contract is satisfactorily completed and formally accepted. Failure to do so may, at the sole discretion of County, constitute a material breach of this Contract.

Contractor's insurance shall be primary insurance as respects County, and any insurance or self-insurance maintained by County shall not contribute to it.

Any failure to comply with the claim reporting provisions of the insurance policies or any breach of an insurance policy warranty shall not affect the County's right to coverage afforded under the insurance policies.

The insurance policies may provide coverage that contains deductibles or self-insured retentions. Such deductible and/or self-insured retentions shall not be applicable with respect to the coverage provided to County under such policies. Contractor shall be solely responsible for the deductible and/or self-insured retention and County, at its option, may require Contractor to secure payment of such deductibles or self-insured retentions by a surety bond or an irrevocable and unconditional letter of credit.

County reserves the right to request and to receive, within 10 working days, certified copies of any or all of the herein required insurance policies and/or endorsements. County shall not be obligated, however, to review such policies and/or endorsements or to advise Contractor of any deficiencies in such policies and endorsements, and such receipt shall not relieve Contractor from, or be deemed a waiver of County's right to insist on strict fulfillment of Contractor's obligations under this Contract.

The insurance policies required by this Contract, except Workers' Compensation, and Errors and Omissions, shall name County, its agents, representatives, officers, directors, officials and employees as Additional Insureds.

The policies required hereunder, except Workers' Compensation, and Errors and Omissions, shall contain a waiver of transfer of rights of recovery (subrogation) against County, its agents, representatives, officers, directors, officials and employees for any claims arising out of Contractor's work or service.

Contractor is required to procure and maintain the following coverages indicated by a checkmark:

4.2.1 Commercial General Liability.

Commercial General Liability insurance and, if necessary, Commercial Umbrella insurance with a limit of not less than \$1,000,000 for each occurrence, \$2,000,000 Products/Completed Operations Aggregate, and \$2,000,000 General Aggregate Limit. The policy shall include coverage for bodily injury, broad form property damage, personal injury, products and completed operations and blanket contractual coverage, and shall not contain any provision which would serve to limit third party action over claims. There shall be no endorsement or modification of the CGL limiting the scope of coverage for liability arising from explosion, collapse, or underground property damage.

4.2.2 Automobile Liability.

Commercial/Business Automobile Liability insurance and, if necessary, Commercial Umbrella insurance with a combined single limit for bodily injury and property damage of not less than \$1,000,000 each occurrence with respect to any of the Contractor's owned, hired, and non-owned vehicles assigned to or used in performance of the Contractor's work or services under this Contract.

4.2.3 Workers' Compensation.

Workers' Compensation insurance to cover obligations imposed by federal and state statutes having jurisdiction of Contractor's employees engaged in the performance of the work or services under this Contract; and Employer's Liability insurance of not less than \$100,000 for each accident, \$100,000 disease for each employee, and \$500,000 disease policy limit.

Contractor waives all rights against County and its agents, officers, directors and employees for recovery of damages to the extent these damages are covered by the Workers' Compensation and Employer's Liability or commercial umbrella liability insurance obtained by Contractor pursuant to this Contract.

4.2.4 Certificates of Insurance.

- 4.2.4.1 Prior to commencing work or services under this Contract, Contractor shall have insurance in effect as required by the Contract in the form provided by the County, issued by Contractor's insurer(s), as evidence that policies providing the required coverage, conditions and limits required by this Contract are in full force and effect. Such certificates shall be made available to the County upon 48 hours notice. **BY SIGNING THE AGREEMENT PAGE THE CONTRACTOR AGREES TO THIS REQUIREMENT AND UNDERSTANDS THAT FAILURE TO MEET THIS REQUIREMENT WILL RESULT IN CANCELLATION OF THIS CONTRACT.**

In the event any insurance policy (ies) required by this Contract is (are) written on a "claims made" basis, coverage shall extend for two (2) years past completion and acceptance of Contractor's work or services and as evidenced by annual Certificates of Insurance.

If a policy does expire during the life of the Contract, a renewal certificate must be sent to County fifteen (15) days prior to the expiration date.

4.2.4.2 Cancellation and Expiration Notice.

Insurance required herein shall not be permitted to expire, be canceled, or materially changed without thirty (30) days prior written notice to the County.

4.3 PROCUREMENT CARD ORDERING CAPABILITY:

The County may determine to use a MasterCard Procurement Card to place and/or make payment for orders under this Contract.

4.4 INTERNET ORDERING CAPABILITY:

It is the intent of the County to use the Internet to communicate and possibly to place orders under this Contract.

4.5 NOTICES:

All notices given pursuant to the terms of this Contract shall be addressed to:

For County:

Maricopa County
Department of Materials Management
Attn: Director
320 West Lincoln Street
Phoenix, Arizona 85003-2494

For Contractor:

Stephen Grams
303 North Centennial Way, Suite 250
Mesa, Arizona 85201
Telephone: 480.649.3352
Facsimile: 480.649.3358
Email: gramss@sagecounseling.net

4.6 REQUIREMENTS CONTRACT:

- 4.6.1 Contractor signifies its understanding and agreement by signing this document that this Contract is a requirements contract. This Contract does not guarantee any purchases will be made (minimum or maximum). Orders will only be placed when County identifies a need and issues a purchase order or a written notice to proceed.
- 4.6.2 County reserves the right to cancel purchase orders or notice to proceed within a reasonable period of time after issuance. Should a purchase order or notice to proceed be canceled, the County agrees to reimburse the Contractor for actual and documented costs incurred by the Contractor. The County will not reimburse the Contractor for any avoidable costs incurred after receipt of cancellation, or for lost profits, or shipment of product or performance of services prior to issuance of a purchase order or notice to proceed.
- 4.6.3 Contractor agrees to accept oral cancellation of purchase orders.

4.7 PRICE ADJUSTMENTS:

Any requests for reasonable price adjustments must be submitted sixty (60) days prior to the Contract expiration or annual anniversary or bi-annual date etc. Requests for adjustment in cost of labor and/or materials must be supported by appropriate documentation. If County agrees to the adjusted price terms, County shall issue written approval of the change. The reasonableness of the request will be determined by comparing the request with the (Consumer Price Index) or by performing a market survey.

4.8 TERMINATION FOR CONVENIENCE:

The County reserves the right to terminate the Contract, in whole or in part at any time, when in the best interests of the County without penalty or recourse. Upon receipt of the written notice, the Contractor shall immediately stop all work, as directed in the notice, notify all subcontractors of the effective date of the termination and minimize all further costs to the County. In the event of termination under this paragraph, all documents, data and reports prepared by the Contractor under the Contract shall become the property of and be delivered to the County upon demand. The Contractor shall be entitled to receive just and equitable compensation for work in progress, work completed and materials accepted before the effective date of the termination.

4.9 TERMINATION FOR DEFAULT:

- 4.9.1 In addition to the rights reserved in the Contract, the County may terminate the Contract in whole or in part due to the failure of the Contractor to comply with any term or condition of the Contract, to acquire and maintain all required insurance policies, bonds, licenses and permits, or to make satisfactory progress in performing the Contract. The Procurement Officer shall provide written notice of the termination and the reasons for it to the Contractor.
- 4.9.2 Upon termination under this paragraph, all goods, materials, documents, data and reports prepared by the Contractor under the Contract shall become the property of and be delivered to the County on demand.
- 4.9.3 The County may, upon termination of this Contract, procure, on terms and in the manner that it deems appropriate, materials or services to replace those under this Contract. The Contractor shall be liable to the County for any excess costs incurred by the County in procuring materials or services in substitution for those due from the Contractor.
- 4.9.4 The Contractor shall continue to perform, in accordance with the requirements of the Contract, up to the date of termination, as directed in the termination notice.

4.10 STATUTORY RIGHT OF CANCELLATION FOR CONFLICT OF INTEREST:

Notice is given that pursuant to A.R.S. §38-511 the County may cancel this Contract without penalty or further obligation within three years after execution of the contract, if any person significantly involved in initiating, negotiating, securing, drafting or creating the contract on behalf of the County is at any time while the Contract or any extension of the Contract is in effect, an employee or agent of any other party to the Contract in any capacity or consultant to any other party of the Contract with respect to the subject matter of the Contract. Additionally, pursuant to A.R.S §38-511 the County may recoup any fee or commission paid or due to any person significantly involved in initiating, negotiating, securing, drafting or creating the contract on behalf of the County from any other party to the contract arising as the result of the Contract.

4.11 OFFSET FOR DAMAGES;

In addition to all other remedies at law or equity, the County may offset from any money due to the Contractor any amounts Contractor owes to the County for damages resulting from breach or deficiencies in performance under this contract.

4.12 ADDITIONS/DELETIONS OF SERVICE:

The County reserves the right to add and/or delete products and/or services provided under this Contract. If a requirement is deleted, payment to the Contractor will be reduced proportionately to the amount of service reduced in accordance with the proposal price. If additional services and/or products are required from this Contract, prices for such additions will be negotiated between the Contractor and the County.

4.13 SUBCONTRACTING:

The Contractor may not assign this Contract or subcontract to another party for performance of the terms and conditions hereof without the written consent of the County, which shall not be unreasonably withheld. All correspondence authorizing subcontracting must reference the Proposal Serial Number and identify the job project.

4.14 AMENDMENTS:

All amendments to this Contract must be in writing and signed by both parties.

4.15 RETENTION OF RECORDS:

The Contractor agrees to retain all financial books, records, and other documents relevant to this Contract for five (5) years after final payment or until after the resolution of any audit questions which could be more than five (5) years, whichever is longer. The County, Federal or State auditors and any other persons duly authorized by the Department shall have full access to, and the right to examine, copy and make use of, any and all said materials.

If the Contractor's books, records and other documents relevant to this Contract are not sufficient to support and document that requested services were provided, the Contractor shall reimburse Maricopa County for the services not so adequately supported and documented.

4.16 AUDIT DISALLOWANCES:

If at any time, County determines that a cost for which payment has been made is a disallowed cost, such as overpayment, County shall notify the Contractor in writing of the disallowance. County shall also state the means of correction, which may be but shall not be limited to adjustment of any future claim submitted by the Contractor by the amount of the disallowance, or to require repayment of the disallowed amount by the Contractor.

4.17 CERTIFICATION REGARDING DEBARMENT AND SUSPENSION:

- 4.17.1 The undersigned (authorized official signing for the Contractor) certifies to the best of his or her knowledge and belief, that the Contractor, defined as the primary participant in accordance with 45 CFR Part 76, and its principals:
 - 4.17.1.1 are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal Department or agency;
 - 4.17.1.2 have not within 3-year period preceding this Contract been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
 - 4.17.1.3 are not presently indicted or otherwise criminally or civilly charged by a government entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (2) of this certification; and
 - 4.17.1.4 have not within a 3-year period preceding this Contract had one or more public transaction (Federal, State or local) terminated for cause of default.
- 4.17.2 Should the Contractor not be able to provide this certification, an explanation as to why should be attached to the Contact.
- 4.17.3 The Contractor agrees to include, without modification, this clause in all lower tier covered transactions (i.e. transactions with subcontractors) and in all solicitations for lower tier covered transactions related to this Contract.

4.18 ALTERNATIVE DISPUTE RESOLUTION:

- 4.18.1 After the exhaustion of the administrative remedies provided in the Maricopa County Procurement Code, any contract dispute in this matter is subject to compulsory arbitration. Provided the parties participate in the arbitration in good faith, such arbitration is not binding and the parties are entitled to pursue the matter in state or federal court sitting in Maricopa County for a de novo determination on the law and facts. If the parties cannot agree on an arbitrator, each party will designate an arbitrator and those two arbitrators will agree on a third arbitrator. The three arbitrators will then serve as a panel to consider the arbitration. The parties will be equally responsible for the compensation for the arbitrator(s). The hearing, evidence, and procedure will be in accordance with Rule 74 of the Arizona Rules of Civil Procedure. Within ten (10) days of the completion of the hearing the arbitrator(s) shall:
 - 4.18.1.1 Render a decision;
 - 4.18.1.2 Notify the parties that the exhibits are available for retrieval; and
 - 4.18.1.3 Notify the parties of the decision in writing (a letter to the parties or their counsel shall suffice).
- 4.18.2 Within ten (10) days of the notice of decision, either party may submit to the arbitrator(s) a proposed form of award or other final disposition, including any form of award for attorneys' fees and costs. Within five (5) days of receipt of the foregoing, the opposing party may file objections. Within ten (10) days of receipt of any objections, the arbitrator(s) shall pass upon the objections and prepare a signed award or other final disposition and mail copies to all parties or their counsel.

4.18.3 Any party which has appeared and participated in good faith in the arbitration proceedings may appeal from the award or other final disposition by filing an action in the state or federal court sitting in Maricopa County within twenty (20) days after date of the award or other final disposition. Unless such action is dismissed for failure to prosecute, such action will make the award or other final disposition of the arbitrator(s) a nullity.

4.19 SEVERABILITY:

The invalidity, in whole or in part, of any provision of this Contract shall not void or affect the validity of any other provision of this Contract.

4.20 RIGHTS IN DATA:

The County shall own have the use of all data and reports resulting from this Contract without additional cost or other restriction except as provided by law. Each party shall supply to the other party, upon request, any available information that is relevant to this Contract and to the performance hereunder.

4.21 INTEGRATION:

This Contract represents the entire and integrated agreement between the parties and supersedes all prior negotiations, proposals, communications, understandings, representations, or agreements, whether oral or written, express or implied.

4.22 GOVERNING LAW:

This Contract shall be governed by the laws of the state of Arizona. Venue for any actions or lawsuits involving this Contract will be in Maricopa County Superior Court or in the United States District Court for the District of Arizona, sitting in Phoenix, Arizona

4.23 INCORPORATION OF DOCUMENTS:

The following are to be attached to and made part of this Contract.

4.23.1 Exhibit A, Pricing.

4.23.2 Exhibit B, Scope of Work

4.23.3 Exhibit C, Materials Management Contractor Travel and Per Diem Policy

IN WITNESS WHEREOF, this Contract is executed on the date set forth above.

CONTRACTOR

AUTHORIZED SIGNATURE

PRINTED NAME AND TITLE

ADDRESS

DATE

MARICOPA COUNTY

BY: _____
DIRECTOR, MATERIALS MANAGEMENT

DATE

APPROVED AS TO FORM:

DEPUTY MARICOPA COUNTY ATTORNEY

DATE

**EXHIBIT A
PRICING**

SERIAL: 07104-RFP

COMMODITY CODE: NIGP 92416 / 92460

CONTRACTOR:	<u>SAGE COUNSELING, INC.</u>
CONTRACTOR'S VENDOR # :	<u>W000001970 X</u>
CONTRACTOR'S ADDRESS:	<u>303 NORTH CENTENNIAL WAY, SUITE 250</u>
	<u>MESA, ARIZONA 85201</u>
CONTRACTOR'S PHONE #:	<u>480.649.3352</u>
CONTRACTOR'S FAX #:	<u>480.649.3358</u>
CONTRACTOR'S WEB SITE:	<u>www.sagecounseling.net</u>
CONTRACTOR'S CONTACT (REP):	<u>STEPHEN GRAMS</u>
E-MAIL ADDRESS (REP):	<u>gramss@sagecounseling.net</u>

WILL ACCEPT FUTURE SOLICITATIONS VIA EMAIL.

OTHER GOVERNMENT AGENCIES MAY USE THIS CONTRACT.

THERE WILL BE NO M/WBE PARTICIPATION IN THIS CONTRACT.

PROMPT PAYMENT TERMS ARE NET 30 DAYS.

1.0 PRICING:

ITEM		PRICE
1.1 One 8-Hour Class:	Level I: \$90	Basic rate.
	Level II: \$65	This rate will apply for any parent who demonstrates that their family has qualified for either the State Children's Health Insurance Program or the Federal School Lunch Program.
	Level III: \$45	This rate will apply for any parent who demonstrates that they have qualified for AHCCCS.
	Level IV: \$0-\$20	"Scholarships" will be provided for up to 10% of referrals, based on requests made by referral sources.
In the event contractor offers this program in four, 2-hour classes (which is not expected), these same rates will apply with the option of paying 25% of the fee at each class.		

EXHIBIT B

SCOPE OF WORK

SAGE COUNSELING, INC.

1.0 CONTRACTOR RESPONSIBILITIES:

- 1.1 Contractor shall provide a specifically designed program format, including facilities, all labor, materials and curriculum, in order to improve cognitive capacity (i.e. conscious mental activity) to think, remember or learn and problem-solving ability employing the following methodology.
 - 1.1.1 Most of the parents who are referred to this program will presumably be because of external pressures to do so. In order to encourage participation and openness to services, Contractor facilitators will utilize the approach of psychologists William Miller, Ph.D. and Stephen Rollinick, Ph.D. as outlined in Motivational Interviewing, Preparing People to Change Addictive Behavior, (Guilford Press, 1991).
 - 1.1.2 Contractor will employ Miller's five basic principles: express empathy; develop discrepancy; avoid argumentation; roll with resistance; and support self-efficacy. This will allow Contractor to maintain that critical balance between accountability and collaboration. Contractor's programming has the underlying goal of evoking and fostering clients' ambivalence about their problematic behavior (e.g., parental neglect, ignoring the truancy problem, blaming others, criminal behavior, substance abuse, etc.) in order for the clients to build motivation for change.
 - 1.1.3 The facilitator will assist families to become more aware of the possibilities for change, as well as provide manageable steps to realize those changes. Another important aspect of promoting change is increasing parents' awareness of the necessary components needed for a healthy and secure environment for all members of the family. Contractor will provide participants with specific curriculum in a medium that they can understand and implement in their lives, as well as provide referrals that will support any identified areas of need.
 - 1.1.4 Contractor will provide services in Spanish to those families who may learn best in that language.
 - 1.1.5 Contractor will provide facilitators to conduct classes.
 - 1.1.6 Contractor's curriculum shall be standardized and the class presentation and methodologies will provide consistent client information.
 - 1.1.7 Contractor will assess the appropriateness of referrals to the program in keeping with established intake criteria.
 - 1.1.8 Contractor will conduct classes in accordance with an established schedule. These classes will be rotated among Contractor's multiple out-patient locations.
 - 1.1.9 Contractor will document clients' attendance at the time a class is held and also document clients' level of participation and understanding of the material within 24 hours of the session. This documentation shall be maintained for the entire term of the Contract.
 - 1.1.10 Clients shall attend all scheduled sessions in order to successfully complete the program. A minimum of eight (8) clients per session is required to hold a class, and each class will have no more than 25 clients.
 - 1.1.11 Contractor shall provide a minimum of eight (8) hours of instruction for each class. Classes will be provided in one, 8-hour session; or possibly four, 2-hour sessions at Contractor's discretion.

1.1.12 Contractor will provide a certificate of completion only for each client that attends the entire eight (8) hours of instruction.

1.1.13 Course Outline shall be as provided in Attachment 1, hereto.

2.0 REPORTS:

Contractor will provide reports in an agreed upon format. These reports will indicate the number of classes, clients, total amount collected for each reporting period, and the clients did not complete the session.

3.0 ACCEPTANCE:

Acceptance of services will be determined based on customer complaints.

4.0 FACILITIES:

Contractor will utilize its facilities for providing services for this Contract. Contractor has 13 outpatient facilities conveniently located throughout Maricopa County.

5.0 TAX:

No tax shall be levied against labor. It is the responsibility of the Contractor to determine any and all taxes and include the same in proposal price.

6.0 DELIVERY:

It shall be the Contractor's responsibility to meet the proposed delivery requirements. County reserves the right to obtain services on the open market in the event the Contractor fails to make delivery and any price differential will be charged against the Contractor.

7.0 CONTRACTOR TRAVEL:

When requested and approved, in writing, from County department for whom services are being provided to perform work that requires overnight accommodations or travel, the Contractor shall be bound and reimbursed by the policies and rates specified in the current Materials Management Contractor Travel and Per Diem Policy. The Contractor shall itemize all per diem and lodging charges and provide receipts with the next invoice for services. Non-reimbursable travel costs will not be reimbursed to the Contractor.

8.0 FEE:

Contractor will collect attendance fees in accordance with Exhibit A from each parent(s) or guardian attending the program. The fee shall include the cost of any required facilities.

SAGE COUNSELING INC., 303 N. CENTENNIAL WAY, SUITE #250, MESA, AZ 85201

PRICING SHEET: 9241605

Terms:	NET 30
Vendor Number:	W000001970 X
Telephone Number:	480/649-3352
Fax Number:	480/649-3358
Contact Person:	Stephen Grams
E-mail Address:	info@sagecounseling.net
Certificates of Insurance	Required
Contract Period:	To cover the period ending February 28, 2011.